

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01200

GENERAL REQUIREMENTS

PART 1 GENERAL

- 1.1 APPLICABLE PUBLICATIONS
- 1.2 SUBMITTALS
- 1.3 GENERAL REQUIREMENTS
  - 1.3.1 Site Plan
  - 1.3.2 Location of Government's and Contractor's Field Offices
  - 1.3.3 Identification of Employees
  - 1.3.4 Employee Parking
- 1.4 TEMPORARY PROJECT FACILITIES
- 1.5 CONSTRUCTION SIGNS
  - 1.5.1 Materials
    - 1.5.1.1 Lumber
    - 1.5.1.2 Plywood
    - 1.5.1.3 Bolts, Nuts, and Nails
    - 1.5.1.4 Paints and Oils
  - 1.5.2 Construction
    - 1.5.2.1 Project, Sponsor, Safety and Hard Hat Signs
    - 1.5.2.2 Warning Signs
    - 1.5.2.3 Bulletin Board
    - 1.5.2.4 Traffic Control Signs
  - 1.5.3 Painting
- 1.6 GOVERNMENT FIELD OFFICES
  - 1.6.1 General
  - 1.6.2 Resident Engineer's Office
  - 1.6.3 Maintenance
- 1.7 CONTRACTOR'S OFFICES
  - 1.7.1 Administrative Field Offices
  - 1.7.2 Storage Area
  - 1.7.3 Appearance of Trailers
  - 1.7.4 Maintenance of Storage Area
  - 1.7.5 Security Provisions
- 1.8 MAINTENANCE AND DISPOSAL OF PROJECT FACILITIES
  - 1.8.1 General
  - 1.8.2 Insurance
- 1.9 AVAILABILITY AND USE OF UTILITY SERVICES
  - 1.9.1 Payment for Utility Services
  - 1.9.2 Meters and Temporary Connections
  - 1.9.3 Sanitation
  - 1.9.4 Telephone
- 1.10 PROTECTION AND MAINTENANCE OF TRAFFIC
  - 1.10.1 Haul Roads
  - 1.10.2 Barricades
- 1.11 PLANT COMMUNICATION
- 1.12 TEMPORARY PROJECT SAFETY FENCING
- 1.13 SCRAP MATERIAL
- 1.14 CONSTRUCTION WATER
- 1.15 SALVAGE MATERIALS

- 1.16 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION
- 1.17 PROTECTION OF EXISTING WORK
- 1.18 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS
  - 1.18.1 General
  - 1.18.2 Cooperation and Coordination with Others
  - 1.18.3 Work Notification
  - 1.18.4 Relocation or Removal
  - 1.18.5 Utilities Not Shown
  - 1.18.6 Notices
    - 1.18.6.1 Utilities To be Relocated or Protected
    - 1.18.6.2 Permanent Utility Relocations by Others
    - 1.18.6.3 Existing Bench Marks and R/W Markers
    - 1.18.6.4 Spill Reporting
  - 1.18.7 Restrictions
    - 1.18.7.1 Representatives of Other Agencies
    - 1.18.7.2 Vehicle and Construction Equipment
    - 1.18.7.3 Contractor's Work Area
    - 1.18.7.4 Working Hours
    - 1.18.7.5 Disposal Locations for Excess Excavated Material
    - 1.18.7.6 Water Course
    - 1.18.7.7 Progress Payments
    - 1.18.7.8 Roads
- 1.19 AGGREGATE SOURCES
- 1.20 PUBLIC SAFETY
- 1.21 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)
  - 1.21.1 Accident Reporting
- 1.22 WATER CONTAMINATION
- 1.23 PERMITS
  - 1.23.1 General
    - 1.23.1.1 Public Property Permit
    - 1.23.1.2 NPDES Permit
    - 1.23.1.3 City of Redlands and City of Loma Linda Right-of-Way Encroachment Permit
    - 1.23.1.4 Air Quality Permit
- 1.24 REQUIRED INSURANCE
  - 1.24.1 General
  - 1.24.2 Insurance Clauses
  - 1.24.3 Fire and Extended Coverage
  - 1.24.4 Worker's Compensation
    - 1.24.4.1 Contractor's Liability
    - 1.24.4.2 Indemnification
- 1.25 NOTICE OF PARTNERSHIP
- 1.26 POST-CONSTRUCTION CLEANUP
- 1.27 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.28 LAYOUT OF WORK

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section Table of Contents --

## SECTION 01200

## GENERAL REQUIREMENTS

## PART 1 GENERAL

## 1.1 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

CFR 29 Part 1926 Safety and Health Regulations for Construction

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

## U.S. DEPARTMENT OF COMMERCE (DOC)

DOC PS 1 (1996) Voluntary Product Standard - Construction and Industrial Plywood

## U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS FF-B-575 (Rev C) Bolts, Hexagon and Square

FS FF-N-105 (Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought

FS FF-N-836 (Rev E) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, welding and Single Ball Seat

FS MM-L-751 (Rev H) Lumber; Softwood

FS TT-E-529 (Rev D) Enamel, Alkyd, Semi-Gloss

FS TT-P-25 (Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White and Tints)

## 1.2 SUBMITTALS

## SD-01 Preconstruction Submittals

## Work Notification; G

The Contractor shall notify the Contracting Officer a minimum of three (3) business days prior to any construction activities taking place within 25 feet of Kinder Morgan pipeline and any

relocation of the existing utilities.

### 1.3 GENERAL REQUIREMENTS

#### 1.3.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired. The Contractor shall provide a 20'x60' furnished trailer including all utilities and furnishings for 6 work spaces for the exclusive use by the Government.

#### 1.3.2 Location of Government's and Contractor's Field Offices

The Contracting Officer shall approve location of the Government's and Contractor's Field Offices. The Contractor's job site office shall be located so that people visiting, such as salespersons or personnel seeking employment, will not have to enter the work area to get to the office. No parking of private vehicles shall be permitted in the working areas except as otherwise approved. At approved locations, adequate parking areas shall be constructed for the Contractor's and subcontractor's employees. The office site and parking areas shall be adequately drained and have suitable access.

#### 1.3.3 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

#### 1.3.4 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer.

### 1.4 TEMPORARY PROJECT FACILITIES

The Contractor shall construct and/or erect the following temporary project facilities:

a. Construction Signs. The signs shall be erected as soon as possible and within 15 days after commencement of work under this contract.

(1) Five-Project Signs at locations designated by the Contracting Officer.

(2) Warning Signs facing approaching traffic on all permanent public road and temporary construction access/haul roads crossing under overhead power transmission lines and at the bases of the

Southern California Edison towers.

(3) Six hard hat signs at locations directed by the Contracting Officer.

(4) Traffic control regulatory and warning signs at locations as directed along the construction traffic routes.

b. Bulletin Board at the Contractor's office.

c. Government Field Offices.

d. Contractor's Offices

e. Sanitary Facilities.

## 1.5 CONSTRUCTION SIGNS

### 1.5.1 Materials

#### 1.5.1.1 Lumber

Lumber shall conform to FS MM-L-751, and shall be seasoned Douglas Fir, S4S, and Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

#### 1.5.1.2 Plywood

Plywood shall conform to NIST PS 1, grade A-C, Group 1, exterior type.

#### 1.5.1.3 Bolts, Nuts, and Nails

Bolts shall conform to FS FF-B-575, nuts shall conform to FS FF-N-836, and nails shall conform to FS FF-N-105.

#### 1.5.1.4 Paints and Oils

Paints shall conform to FS TT-P-25 for primer and FS TT-E-529 for finish paint and lettering.

### 1.5.2 Construction

#### 1.5.2.1 Project, Sponsor, Safety and Hard Hat Signs

Project, sponsor, safety and hard hat signs shall be constructed as detailed on Figures 1, 2 and 3. The Contracting Officer will furnish decals and safety signs.

#### 1.5.2.2 Warning Signs

Warning signs shall be constructed of plywood not less than 1/2 inch thick and shall be securely bolted to the supports with the bottom of the sign face 3 feet above the ground. The sign face shall be 2 x 4 feet, all letters shall be 4 inches in height, and the wording shall be: "WARNING: OVERHEAD TRANSMISSION LINES."

#### 1.5.2.3 Bulletin Board

A weatherproof bulletin board, approximately 36 inches wide and 30 inches

high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

#### 1.5.2.4 Traffic Control Signs

Traffic control signs shall be constructed as needed, according to ANSI D6.1.

#### 1.5.3 Painting

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

### 1.6 GOVERNMENT FIELD OFFICES

#### 1.6.1 General

The Contractor shall provide and maintain Government's Resident Engineer's office (a 20'x60' trailer and foundation), laboratory (20' x 10' wood frame and concrete slab foundation), fencing, parking lot, interior and exterior lighting, roadway, security alarm system, sewage tank, electrical, plumbing, heating systems and air conditioning systems. An adequate supply of commercially supplied cooled drinking water shall be furnished and supplied in both the office and laboratory buildings.

#### 1.6.2 Resident Engineer's Office

The Contractor shall provide a field office and laboratory facility for the Contracting Officer. The temporary project field office shall be a minimum 20 feet in width, 60 feet in length and have a minimum of 7 feet headroom. It shall be equipped with approved electrical wiring, at least 10 double convenience outlets, and the required switches and fuses to provide 110-120 volt power. It shall be provided with 8 work tables with 8 stools, 6 desks with 6 chairs, 10 additional chairs, and one legal size file cabinet that can be locked. The building shall be waterproof, shall be supplied with heater, shall have a minimum of two doors, electric lights, 6 telephones, 6 battery operated smoke detector alarms, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary facilities shall be furnished.

The windows and doors shall be screened and the doors provided with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins shall be non-removable. The windows shall be arranged to open and to be securely fastened from the inside. Glass panels in windows shall be protected by bars or heavy mesh screens to prevent easy access to the building through these panels. In warm weather, air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F, shall be furnished. The temporary field office shall be maintained by the Contractor during the life of the contract. All charges for telephone service for the temporary field office shall be borne by the Contractor, including long distance

charges up to a maximum of \$75.00 per month.

A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. The trailer shall be securely anchored to the ground at all four corners to guard against movement during high winds. At completion of the project, the office and furniture shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

#### 1.6.3 Maintenance

Maintenance of the project facilities include three days a week (Monday-Wednesday-Friday) janitorial service. Toilet facilities shall be kept clean and sanitary and fully supplied at all times. All janitorial services shall be performed at such a time and in such a manner to least interfere with the use of the Government facilities, but only during periods when the building and trailers are occupied. Maintenance also includes providing potable bottled water service, trash removal, security alarm system, periodic pumping out and servicing the sewage tank and the payment of monthly billings associated with these utilities and services with the exception of the telephone billings. The janitorial services are to be provided for both the Resident Office and the laboratory building. Any required replacement of consumables including lighting bulbs (interior and exterior), or florescent light tubes are to be promptly performed at no additional cost. Similarly any repairs to the Corps facilities including the Office trailer, Laboratory building, fencing, asphalt, electrical, plumbing, security system, heating and air conditioning systems are to be performed promptly at no additional cost. The project facilities shall be kept clear of debris. The Contractor at no additional cost to the Government shall perform any required replacement and/or repairs for the project facilities or grounds.

#### 1.7 CONTRACTOR'S OFFICES

##### 1.7.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site.

##### 1.7.2 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area.

##### 1.7.3 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed.

##### 1.7.4 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established

roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Any grass located within the boundaries of the field office shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

#### 1.7.5 Security Provisions

Adequate outside security lighting shall be provided at the Government and Contractor's temporary facilities. The Contractor shall be responsible for the security of the area; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field offices.

### 1.8 MAINTENANCE AND DISPOSAL OF PROJECT FACILITIES

#### 1.8.1 General

The Contractor shall maintain the project facilities in good condition throughout the life of the project. Upon completion of work under this contract, the facilities shall be removed from the project work site and the area shall be restored to the pre-project condition.

#### 1.8.2 Insurance

The Corps project facilities are to be provided with fire and extended coverage insurance as specified in paragraph: Fire and Extended Coverage of this section.

### 1.9 AVAILABILITY AND USE OF UTILITY SERVICES

#### 1.9.1 Payment for Utility Services

The Contractor shall make all arrangements for utility services. The amount of each utility service consumed shall be charged to or paid for by the Contractor.

#### 1.9.2 Meters and Temporary Connections

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections, distribution lines, and meter bases required for each utility.

#### 1.9.3 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer.

#### 1.9.4 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

### 1.10 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall



maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

#### 1.10.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The Contractor shall provide dust control for the duration of the contract. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

#### 1.10.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

#### 1.11 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

#### 1.12 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site where there is a risk to contractor personnel or the public from the construction activities.

The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be

maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

#### 1.13 SCRAP MATERIAL

Materials indicated to be removed and not indicated to be salvaged, stored or reinstalled are designated as scrap and shall become the property of the Contractor and be removed from the site of work. The Contractor by signing this contract hereby acknowledges that he made due allowance for value, if any, of such scrap in the contract price.

#### 1.14 CONSTRUCTION WATER

The Contractor will be allowed to obtain construction water from the existing non-potable water well located immediately adjacent to the Drop Structure No. 2 - Sta. 214+70. The Contractor must obtain a permit from Jim Borcuk (909) 387-7963, County of San Bernardino. The Contractor can use the water for dust control, soil cement mixture and placement, watering existing vegetation and trees upstream of Drop Structure No. 18, and other incidental construction items of this construction project **only**. The Contractor shall install water tank(s) of adequate capacity for the temporary storage of water, in order to avoid frequent on-off cycle of the pump(s).

Prior to preparing bids, prospective contractors are encouraged to visit the project site and review any available information on the existing water well. This is to help contractors to ensure whether or not the existing well, throughout the duration of the contract, can provide/meet the Contractor's peak water supply needs, overall quantities and demands. The Government cannot guarantee that the well could meet the Contractor's peak water needs, nor could it guarantee that the well could accommodate the overall quality/quantity of water that the Contractor may need for the project construction and watering existing vegetation/trees, etc. It shall be the Contractor's responsibility to ensure that the pump(s), housing structure and appurtenances are appropriately maintained throughout the duration of the contract. Contractor shall also be responsible for arranging outside water supply, at his sole cost, if and when the pump(s) are unable to meet his needs.

#### 1.15 SALVAGE MATERIALS

All materials removed and indicated to be either stored or reinstalled are designated as salvaged materials. Any salvaged materials, which are excess upon completion of the work and are not indicated to be stored, shall become the property of the Contractor.

#### 1.16 ARCHAEOLOGICAL FINDINGS DURING CONSTRUCTION

Should the Contractor or any of his employees in the performance of this contract find or uncover any archaeological remains, he shall notify the Contracting Officer immediately. Such notifications will be a brief statement in writing giving the location and nature of the findings. Should the discovery site require archaeological studies resulting in delays and/or additional work, the Contractor will be compensated by an equitable adjustment under the CONTRACT CLAUSES of the contract.

#### 1.17 PROTECTION OF EXISTING WORK

Before beginning any cutting or removal work, the Contractor shall carefully survey the existing work and examine the drawings and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to ensure against damage to existing work to remain in place, to be reused, or to remain the property of the Government, and any damage to such work shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall ensure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this Contract.

#### 1.18 PUBLIC UTILITIES, NOTICES, AND RESTRICTIONS

##### 1.18.1 General

The Contractor shall notify the Contracting Officer and the regional notification center for operators of subsurface installations at least 2 working days prior to performing any excavation or other work close to any underground pipelines, conduits, ducts, wires, etc. in order for the utility companies to make and identify locations of existing facilities. Regional notification centers include but are not limited to the following, Underground Service Alert, Southern California 1-800-422-4133.

The approximate location of all railroads, pipe lines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities will be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities known to exist and shall reimburse the owner for such damage caused by his operations.

##### 1.18.2 Cooperation and Coordination with Others

The Contractor shall be aware that construction work independent of the work under this contract may be proceeding at the same time and in the same general area as the project described herein. The Contractor shall cooperate with other forces performing the work and provide such working space as may be required.

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

No additional compensation shall become due the Contractor by virtue of compliance with these paragraphs.

##### 1.18.3 Work Notification

The Contractor shall notify the Contracting Officer a minimum of three (3) business days prior to any construction activities taking place within 25 feet of the existing Kinder Morgan 20" high pressure refined petroleum product pipeline located on the south overbank from Beaumont Avenue to the upstream limit of construction.

In addition, the Contractor shall notify the Contracting Officer a minimum of three (3) business days prior to any construction activities associated with the relocation of the existing utilities.

#### 1.18.4 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others," respectively. Utilities shown on the plans and not so designated will be left in place and be subject to the clause of the contract: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS of the CONTRACT CLAUSES. The Contractor may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation at no additional cost to the Government or County.

#### 1.18.5 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

#### 1.18.6 Notices

##### 1.18.6.1 Utilities To be Relocated or Protected

Unless otherwise specified, the Contractor shall notify the Contracting Officer, in writing, 30 calendar days prior to starting work on any utility to be protected. On each protection, notification shall include dates on which the Contractor plans excavation, and construction work, as applicable. The Contractor shall also notify the following representatives of utility owners not less than 14 days, unless otherwise specified, prior to start of work in the vicinity of their respective utilities:

City of Loma Linda  
Public Works Department  
25541 Barton Road  
Loma Linda, CA 92354-3103  
Attn: Dennis D. Barton  
(909) 799-2870

City of Redlands  
Water Department  
Civic Center  
35 Cajon Street  
Redlands, CA 92373  
Attn: Herrman Schuermann

(909) 798-7551

General Telephone Company (GTE)  
1500 Crafton Avenue  
Box I-18/Bldg. 185  
Mentone, CA 92359  
Attn: Bruce Foytik  
(909) 794-8293

Southern California Gas Company  
1981 West Lugonia Avenue  
Redlands, CA 92374-9270  
Attn: Denis Freeman  
(909) 335-7547

Southern California Edison Company  
287 Tennessee Street  
Redlands, CA 92373  
Attn: Sy Granillo  
(909) 307-6767

U.S. Sprint Line  
282 South Sycamore  
Rialto, CA 92376  
Attn: Lynn Durrett  
(909) 874-8061

TCI Cablevision  
(800) 888-1400

#### 1.18.6.2 Permanent Utility Relocations by Others

Except as otherwise specified, the Contractor shall notify the Contracting Officer, in writing, not less than 14 days in advance of the date on which he will complete trenching, excavation, fill or rough grading, as applicable, at each location where such completed work is required for temporary or permanent relocations by others. The Contractor shall allow a period of 14 calendar days at each relocation, after which time the Contractor may resume his operations.

#### 1.18.6.3 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

#### 1.18.6.4 Spill Reporting

The Contractor shall notify the Contracting Officer immediately after all spills, regardless of quantity, including all personnel exposures. The Contractor shall submit a written notification not later than 7 calendar days after the initial notification. The written notification shall include the following:

a. Item spilled, leaked or releases in an unauthorized manner  
(Identification, Quantity and Manifest Numbers).

b. Whether the amount spilled, leaked or released in an unauthorized manner is EPA reportable and, if reported, a copy of the report.

- c. Exact location of the spill, leak or unauthorized release.
- d. Nature of exposure to personnel.
- e. Containment procedures initiated.
- f. Anticipated cleanup and disposal procedures.
- g. Disposal location of spill, leak or unauthorized release residue.

#### 1.18.7 Restrictions

##### 1.18.7.1 Representatives of Other Agencies

Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

##### 1.18.7.2 Vehicle and Construction Equipment

Vehicular travel and operation of construction equipment on the existing concrete channel shall be subject to the following limitations and restrictions.

- a. Vehicles shall be limited to rubber-tired equipment.
- b. Maximum tire pressure shall not exceed 100 pounds per square inch.
- c. Single axle load shall not exceed 18,000 pounds.

##### 1.18.7.3 Contractor's Work Area

The Contracting Officer must approve location of any soil cement or concrete batch plant.

##### 1.18.7.4 Working Hours

The Contractor shall restrict all construction activities, including warming equipment, to the following schedule:

Monday through Friday 7 a.m. to 7:00 p.m.

Access to the job site will be allowed 30 minutes prior to starting time unless otherwise approved by the Contracting Officer. Work on Saturdays may be permitted under certain circumstances and with a written approval from the Contracting Officer. The Contractor shall submit his/her request a minimum of 3 days prior to the intended working Saturday. No work will be permitted on Sundays or Federal Holidays.

##### 1.18.7.5 Disposal Locations for Excess Excavated Material

**Unless otherwise shown on the Plans or in the Specifications, no excess excavated material may be disposed of within the construction limits. The Contractor shall make all arrangements for disposal of the material at off-site locations and shall, upon request, file with the Contracting Officer the written consent of the owner of the property upon which it intends to dispose of such material.**

## 1.18.7.6 Water Course

The following restrictions are applicable for the period of 1 December to 15 March.

- a. Material shall not be stockpiled or stored within the channel. The existing channel shall not be obstructed without the approval of the Contracting Officer.
- b. The channel invert shall be graded level across the channel.
- c. No shoring which obstructs flow shall be permitted within the existing channel without approval of the Contracting Officer.

## 1.18.7.7 Progress Payments

Partial pay estimates shall be submitted every month. The following items shall be submitted with the partial pay estimates to ensure prompt payment:

- a. Monthly update reports as specified in SECTION: CONTRACTOR QUALITY CONTROL, paragraph: Contractor Prepared Network Analysis System (NAS).
- b. Safety report(s) in accordance with OSHA, CALOSHA, and the Corps of Engineers' EM 385-1-1.
- c. Updated/current submittal register as specified in SECTION: SUBMITTAL PROCEDURES, paragraph: Submittal Register (ENG FORM 4288).
- d. Quality Control Reports as specified in SECTION: CONTRACTOR'S QUALITY CONTROL, paragraph: Documentation.

## 1.18.7.8 Roads

## a. Existing Roads

The work shall be planned in such a manner that traffic on the existing roads outside the actual construction areas shall be maintained at all times, except as specified otherwise. Maintenance shall be as specified in paragraph: Maintenance of Roads. The work area shall be examined carefully relative to the order and scope of work to be performed, with respect to the limiting provisions of the plans and specifications. Others may do additional work on the existing roads during the life of this contract.

## b. Public and Private Access Roads

When it is necessary for heavy equipment to operate on or to cross project roads or arterial roads, flaggers, signs, lights, and/or other necessary safeguards shall be furnished to safely control and direct the flow of traffic. When it is necessary to operate on existing roads outside the construction area, all necessary permits shall be obtained from the appropriate private or public authority. Work shall be conducted in such manner so as to obstruct and inconvenience traffic on existing roads outside the construction limits as little as possible. Spillage of earth, dusty materials, aggregates, and mud on project roads or other roads shall not be permitted. If spillage cannot be prevented, the spillage shall be immediately removed and such areas shall be kept clear throughout the workday. At the conclusion of each workday, such traveled areas shall be cleared of spillage, dusty

materials, aggregates, and mud.

c. Maintenance of Roads

All roads, within the construction areas, shall be maintained regularly to provide vehicular access for the Government's vehicles and the Contractor's vehicles and equipment during the contract performance period. Road maintenance shall include clearing and disposal of rock/mud slides on the roads and drainage ditches; repair of washouts; repair of potholes, ruts; regrading; and any incident which would restrict vehicular/equipment access. Prior to any alterations of any road alignment the Contractor shall receive approval from the Contracting Officer. The Contractor at no additional cost to the Government shall perform Road maintenance and alterations.

d. Traffic Safety

Warning Devices. In accordance with Contract Clause, ACCIDENT PREVENTION, signs, barricades, and warning devices shall be provided, installed, and maintained as are required for protection of vehicular traffic at any location where operations interfere with public or private roads. Signs, barricades, lights, and signals shall be in conformance with Part VI of the U.S. Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways.

e. Cooperation with Others

In addition to Contract Clause, OTHER CONTRACTS, agreements shall be made for cooperative use and maintenance of project roads directly between the Contractors concerned and shall be subject to approval by the Contracting Officer. No maintenance shall be charged for its use of the roads.

1.19 AGGREGATE SOURCES

Concrete aggregates can be produced from the approved sources listed below:

- (1) Lytle Creek, between I-10 and I-15.
- (2) Gypsum Canyon, between Prado Dam and Villa Park.
- (3) Pacoima Canyon, between Foothill and Glenoaks.
- (4) Temescal Valley, between Indian Canyon and El Cerrito.

Concrete aggregates may be furnished from any of the above listed sources or at the option of the Contractor may be furnished from any other source designated by the Contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.

After the award of the contract, the Contractor shall designate in writing only one source or one combination of sources from which he proposes to furnish aggregates. If the Contractor proposes to furnish aggregates from a source or from sources not listed above, he may designate only a single source or single combination of sources for aggregates. Samples for acceptance testing shall be provided as required by SECTION: CAST-IN-PLACE STRUCTURAL CONCRETE. If a source for coarse or fine aggregate so designated by the Contractor is not approved for use by the Contracting Officer, the Contractor may not submit for approval other sources but shall furnish the



coarse or fine aggregate, as the case may be, from an approved source listed above at no additional cost to the Government.

Listing of a concrete aggregate source is not to be construed as approval of all materials from the source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for concrete aggregate as determined by the Contracting Officer. Materials produced from an approved source shall meet all the requirements of SECTION: CAST-IN-PLACE STRUCTURAL CONCRETE of these specifications.

#### 1.20 PUBLIC SAFETY

Attention is directed to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall furnish, install, maintain and remove temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety and in conformance with applicable Federal, State, and local laws and ordinances. As a minimum, this will include an 8-foot chain-link fence to keep the public out of area(s) where the Contractor worked in or is working on. The plan of this temporary fencing shall be furnished to the Contracting Officer for approval and the fence erected prior to commencement of any work.

Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flagmen and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flagmen and guards, while on duty and assigned to give warning and safety devices, shall conform to applicable city, county, and state requirements.

Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

The Contractor shall ensure that sufficient fire-fighting equipment (e.g., extinguishers, shovels, water tankers) is available to construction personnel to help minimize the chance of human-caused wildfires. Shields, protective mats, and/or other fire preventative methods shall be used during grinding, welding, and other spark-inducing activities. Personnel shall be trained regarding fire hazards, preventative actions, and responses to fires.

#### 1.21 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The OCCUPATIONAL SAFETY and HEALTH ACT (OSHA) STANDARDS for CONSTRUCTION (CFR 29 Part 1926) and the Corps of Engineers General Safety and Health Requirements Manual, EM 385-1-1, are both applicable to this contract. The most stringent requirement of the two standards will be applicable.

### 1.21.1 Accident Reporting

In accordance with EM 385-1-1, the Contractor shall submit a written summary of worker's compensation claims which have been filed by workers in connection with work on the project. The summary shall be submitted at the time when the work is approximately 50 percent complete and at project completion. The summary shall include all subcontractors. The Contractor's and subcontractor's compensation insurance carrier shall certify that the summaries are "correct and true".

### 1.22 WATER CONTAMINATION

In order to prevent contamination of groundwater and water along waterways, all refuse, oil, greases, and other petroleum products; all toxic materials, including waste water from truck washing operations; all cement or concrete; or water containing such materials shall be disposed of in a manner to prevent their entry into the groundwater or water along San Timoteo Creek. The Contractor shall submit a plan to the Contracting Officer for containment of all water contamination. The Contractor shall update the plan as the terrain changes during construction. Use of impervious aprons and containment areas are required for handling of lubrication and other toxic fluids from fueling and washing of vehicles.

### 1.23 PERMITS

#### 1.23.1 General

Reference is made to the clause of the contract titled "Permits and Responsibilities," which obligates the Contractor to obtain all required licenses and permits, including, but not necessarily limited to the following specified below.

##### 1.23.1.1 Public Property Permit

The Contractor shall obtain a public property permit from the San Bernardino County Public Works Group (SBCPWG). The SBCPWG point of contact is Ms. Vana Olson, telephone (909) 387-2597.

Contractor shall not store, park or repair any motor vehicles directly underneath or within ten (10) feet of the drip line of any overhead electrical conductor.

##### 1.23.1.2 NPDES Permit

The Contractor shall submit an application and obtain an NPDES (National Pollutant Discharge Elimination System) permit with applicable fee to the California Regional Water Quality Control Board, Division of Water Quality. The process will require at least 60 days. This requires the Contractor to prepare and comply with the Storm Water Pollution Prevention Plan (SWPPP) Clean Water Act, Section 401. Each covered construction activity must obtain coverage under this permit by submitting a Notice of Intent (NOI) to the State Board with applicable fee. The NOI must be sent to State Water Resources Control Board; Division of Water Quality; Attention: Storm Water Permit Unit; P.O. Box 1977; Sacramento CA 95812-1977. This process will take approximately 30 days. The Contractor shall adhere to all conditions specified in the NOI and the SWPPP. The Contractor shall update and/or amend the NOI and the SWPPP as required.

### 1.23.1.3 City of Redlands and City of Loma Linda Right-of-Way Encroachment Permit

The Contractor shall obtain a right-of-way encroachment permit from the City of Redlands and City of Loma Linda for any lane closures, detours, truck crossings, flagging, or other construction activity within the City's Right-of-Way.

The Contractor must also obtain all other necessary permits, including hauling permits, from the City of Redlands and City of Loma Linda.

### 1.23.1.4 Air Quality Permit

The Contractor shall obtain an air quality permit for all construction equipment used during the entire construction period. The Contractor shall perform excavation, grading, materials handling, and hauling of materials in compliance with SCAQMD Rule 403, Fugitive Dust. The Contractor shall be responsible for obtaining all applicable air quality permits.

## 1.24 REQUIRED INSURANCE

Contractor shall maintain insurance in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide the limits and coverages as set forth herein below.

### 1.24.1 General

Insurance shall be in force the first day of the term of this contract.

### 1.24.2 Insurance Clauses

Each insurance policy required by this contract shall contain the following three clauses:

a. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the County of San Bernardino Public Works Group, Flood Control District, 825 East Third Street, San Bernardino, CA 92415-0835."

b. "All rights of subrogation are hereby waived against the U.S. Army Corps of Engineers, County of San Bernardino and the members of the Board of Supervisors and elective or appointive officers or employees, when acting within the scope of their employment or appointment, and County Districts and their Board or Commissions which are governed by the County Board of Supervisors."

c. "As respects operation of the named insured performed on behalf of the Government, the following are added as additional insureds:

The U.S. Army Corps of Engineers, County of San Bernardino, San Bernardino County Flood Control District, City of Redlands, City of Loma Linda, Kinder Morgan Gasoline Pipeline, and Union Pacific Railroad.

Liability Insurance Coverage	Minimum Limits
Comprehensive General Liability including completed operation and a Broad Form Property Endorsement	\$1,000,000 combined single limit per occurrence.

and Comprehensive Automobile Liability

Worker's Compensation

Statutory

#### 1.24.3 Fire and Extended Coverage

The Contractor shall purchase a course of construction property insurance policy to cover structures (excluding reinforced concrete structures) being built under the terms of this contract to at least 90 percent of their replacement cost. As a minimum, coverage shall be provided for replacement cost and for fire and the extended coverage perils.

#### 1.24.4 Worker's Compensation

Each liability and worker's compensation insurance policy required by this contract shall contain clause numbers 16.2 (a.) and (c.) above, and the following clause:

"It is agreed that any insurance maintained by the County of San Bernardino will apply in excess of, and not contribute with, insurance provided by this policy."

##### 1.24.4.1 Contractor's Liability

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder not to fulfill the indemnification provisions and requirements of this contract.

##### 1.24.4.2 Indemnification

Contractor agrees to indemnify and save harmless agency, its officers, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which Agency, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractors performance under the terms of this Contract, excepting only liability arising out of the sole negligence of agency.

#### 1.25 NOTICE OF PARTNERSHIP

The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and intended to achieve completion within budget, on schedule, and in accordance with plans and specifications. This partnership would be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. To implement this partnership initiative, it is anticipated that within 60 days of Notice to Proceed the Contractor's on-site project manager and the Government's Resident Engineer would attend a one or two day partnership development seminar/team building workshop together with the Contractor's key on-site staff and key Government personnel. Follow-up workshops of 1 to 2 days duration would be held periodically throughout the duration of the contract as agreed to by the Contractor and Government.

#### 1.26 POST-CONSTRUCTION CLEANUP

The Contractor shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Contracting Officer. Excavation, filling, regrading and plowing of construction areas will require the areas to be restored to near natural conditions, which will permit the growth of vegetation thereon. The disturbed areas shall be graded and filled as required, and the areas scarified prior to placement of soil covering for hydroseeding.

#### 1.27 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause titled: DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipation for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORKWEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8	7	7	4	3	2	2	2	2	3	6	7

- c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in sub-paragraph 20.2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause titled: DEFAULT (FIXED PRICE CONSTRUCTION).

#### 1.28 LAYOUT OF WORK

The Contractor shall lay out its work from the government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --